

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
IN RE:

14-MD-2543 (JMF)

GENERAL MOTORS LLC IGNITION SWITCH LITIGATION


ORDER

-----X
JESSE M. FURMAN, United States District Judge:

On April 27, 2020, the Court preliminarily approved a proposed class action settlement in this litigation. ECF No. 7877. The Court has received the following communications, attached as Exhibits A-D, from alleged members of the settlement class pertaining to the proposed settlement.

SO ORDERED.

Dated: November 24, 2020
New York, New York



JESSE M. FURMAN
United States District Judge

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RE: LEGAL NOTICE OF PROPOSED SETTLEMENT
OF GM IGNITION SWITCH ECONOMIC LOSS
CLAIMS

TO THE HONORABLE UNITED STATES DISTRICT COURT:

This letter is to confirm that I have recieved your notice informing me of the proposed settlement and my rights regarding the economic loss claims against GUC Trust, New GM and the AAT. I thank the court for reaching out to me in this matter. However, I'm currently unable to access the GMignition-switchEconomicSettlement website to review the Long Form Notice and the Amended Settlement Agreement for details about the settlement. I ask that the court please print and send me a copy of the Long form Notice and the Amended Settlement Agreement and also keep me informed of the deadline for submitting my claim and provide me with any court rules and procedures that must be meit. Again thank you for giving me notice and assisting me with this matter.

Respectfully submitted,

Charles Jones

Charles Jones


UNITED STATES DISTRICT COURT:
FOR THE SOUTHERN DISTRICT OF NEW YORK

STATE OF NEW YORK

CHARLES JONES

Plaintiff,

vs.

General Motors("New GM"), the Motors
Liquidation Company GUC Trust("the GUC
Trust") and the Motors Liquidation Company
Avoidance Action Trust(the AAT")

Defendant,

AFFIDAVIT OF CHARLES JONES
IN SUPPORT OF APPROVAL OF
THE PROPOSED CLASS SETTLEMENT

UNITED STATES DISTRICT COURT)
SOUTHERN DISTRICT OF NEW YORK) ss:
)

I, CHARLES JONES, being duly sworn and deposes and says:

- 1) I am one of the class members and plaintiff in the cause of action for economic loss claims by persons who owned or lease GM vehicles that were recalled in 2014 and am fully familiar with the facts and circumstances surrounding this case.
- 2) I accept and agree to be bound by the release, waiver and covent not to sue, and any collateral agreements made in connection with the proposal and approved by the court.
- 3) I am currently unable to access the courts website and would like to be notified and updated of the status of the action via U.S. postal mail.

Respectfully submitted,

Charles Jones

Charles Jones
Class member/Plaintiff

[REDACTED]

Subscribed and sworn to before me this 25 day of September, 2020

My Expiration date: 11-15-2022

[Signature]
Notary Public Seal/Signature



Notary without Bond

EXHIBIT B

**In re: General Motors Ignition Switch Litigation, United States District Court
for the Southern District of New York, Case No. 14-MD-2543 (JMF)**

**Attestation for Vehicle Owners/Lesseees
Who No Longer Have Documentation of Repairs**

**USE THIS FORM IF YOU ARE A CURRENT OWNER/LESSEE OF
A SUBJECT VEHICLE¹ AND COMPLETED THE RECALL REPAIR
BEFORE THE FINAL RECALL REPAIR DATE BUT NO LONGER HAVE
DOCUMENTATION OF THE REPAIR**

Answer all the questions below

Last Name

First Name

Middle
Initial

Grider

Kenneth

Vehicle Identification Number (VIN):

Make, Model, and Model Year of Vehicle:

2G2WP552161245341

2006 Pontic Grand Prix

Telephone Number:

Email Address:

[REDACTED]

N/A

Your Current Address (Number/Street/P.O. Box No.):

[REDACTED]

City:

State:

Zip Code:

Russell Spgs. Ky.

Ky.

42642

If you lived at a different address when you owned or leased the vehicle than the current address provided above, please provide your address at the time you own(ed) or lease(d) the Subject Vehicle for which you are submitting a claim:

Your Prior Address (Number/Street/P.O. Box No.):

[REDACTED]

City:

State:

Zip Code:

Jamestown Ky.

Ky.

42629

¹ Capitalized terms shall have the meanings assigned to them in the Settlement Agreement, unless otherwise defined in this document.

To use this form, please check **each** box and provide the requested information below:

☐

Check here if you are the Current Owner/Lessee of the Subject Vehicle; **and**

☐

Check here if the Recall repair was completed by an authorized GM dealer before the Final Recall Repair Date; **and**

☐

Check here if you no longer have documentation from your GM dealer showing the Recall repair was performed (such as the repair receipt).

Name of the GM Dealership where repair was done:

don't know?

Address of the GM Dealership where repair was done (Number/Street/P.O. Box No.):

City:

State:

Zip Code:

Date of Repair (approximate date if exact date is not known) (Month/Day/Year):

Attestation

I declare and affirm, under penalty of perjury under the laws of the United States, that the information in this Attestation Form is true and correct to the best of my knowledge, information and belief, and I have the authority to submit this Attestation Form. I understand that this form and my Settlement Claim Form may be subject to audit, verification and District Court review.

SIGNED:

Jayne Grider

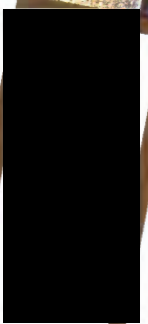
DATE:

9-16-20

IN ADDITION TO THIS ATTESTATION, YOU MUST FILE A SETTLEMENT CLAIM FORM

Settlement Claim Forms must be electronically submitted or postmarked before the deadline, which will be posted on the website and which will be no earlier than March 18, 2021.

Questions? Visit www.GMIgnitionSwitchEconomicSettlement.com or call, toll-free, 1-877-545-0241.



YMSM
SDNY
ED

General Motors Ignition Switch Litigation
for the United States District Court
Case # 14 MD 2543 (JMF) New York

KNOXVILLE TN 377
15 SEP 2020 PM 1 L



EXHIBIT C

SECTION I: Information on Class Member and Subject Vehicle

Last Name:

PHILLIPS

First Name:

RONALD

Middle Initial:

A

Vehicle Identification Number (VIN):

1G8Z557B68F256765

Make, Model, and Model Year of Vehicle:

SATURN-AURA-2008-4D

Telephone Number:

Email Address:

Your Current Address (Number/Street/P.O. Box No.):

City:

STREETS BORO

State:

OHIO

Zip Code:

44247

If you lived at a different address when you owned the vehicle than the current address provided above, please provide your Address at the time you own(ed) or lease(d) the Subject Vehicle for which you are submitting a Claim (Number/Street/P.O. Box No.):

City:

State:

Zip Code:

If you need to submit supporting documentation **after** you have filed your Settlement Claim Form:

- a. Please submit a copy of your Settlement Claim Form with each submission of supporting documentation. Please include your name on each document you submit.
- b. If you do not include a copy of your Settlement Claim Form with your supporting documentation, your claim may not be complete. If you are unable to submit a copy of your Settlement Claim Form with your supporting documentation, please submit a letter providing the same information as the Settlement Claim Form.

SETTLEMENT PAYMENT INFORMATION:

- 1) You need to submit a separate Settlement Claim Form for each Subject Vehicle you owned or leased at any time up to the 2014 recall announcements by GM. The settlement payment amount for each eligible Settlement Claim will depend upon the number of eligible Settlement Claims submitted subject to the different recalls, which recalls apply to your Subject Vehicle and the settlement implementation costs (such as claims administration).

SECTION II: Check ALL the Boxes below that apply to you

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | I am a current owner or lessee of a Subject Vehicle. |
| <input type="checkbox"/> | I am a former owner or lessee of a Subject Vehicle. |
| <input type="checkbox"/> | I have had the applicable Recall repair(s) performed on the Subject Vehicle. |
| <input type="checkbox"/> | I understand that a former owner or lessee of the Subject Vehicle had the applicable Recall repair(s) performed on the Subject Vehicle. |
| <input checked="" type="checkbox"/> | I am a current owner or lessee of a Subject Vehicle and I have NOT had the applicable Recall repair(s) performed on the Subject Vehicle, but I intend to have the Recall repair(s) performed at an authorized GM dealer within 150 days of the Final Effective Date of the Settlement. |
| <input checked="" type="checkbox"/> | I do not know whether the applicable Recall repair(s) have been performed on the Subject Vehicle. |

SECTION III: Attestation

I declare and affirm, under penalty of perjury under the laws of the United States, that the information in this Settlement Claim Form is true and correct to the best of my knowledge, information and belief, that I can make this claim, and have the authority to submit this Settlement Claim Form. I understand that my Settlement Claim Form may be subject to audit, verification and District Court review.

SIGNED: Rondd A Phillips DATE: 9-8-2020

Settlement Claim Forms must be electronically submitted or postmarked before the deadline which will be posted on the website, which will be no earlier than March 18, 2021.

Questions? Visit www.GMIgnitionSwitchEconomicSettlement.com

or call, toll-free, 1-877-545-0241.

To view JND's privacy policy, please visit www.jndla.com/privacy-policy.

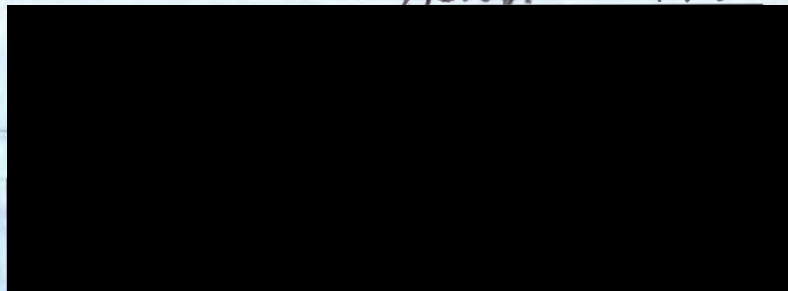
God Bless America

TO. WHOM IT MAY CONCERN!

MY 2008 SATURN-AURA

4-D

CONTACT - *Ronald Phillips*



*Thank
you. c*



CLEVELAND OH 440

19 OCT 2020 PM 1 L



THURGOOD MARSHALL U.S. COURTHOUSE
40 CENTRE STREET
NEW YORK, N.Y.

10007

10007-150729



EXHIBIT D

RETAIL INSTALMENT SALE CONTRACT

GMAC FLEXIBLE FINANCE PLAN

Dealer Number

Contract Number

| | |
|--|---|
| Buyer (and Co-Buyer) - Name and address (include county and zip code) LESLIE ROSE [REDACTED] KNOXVILLE, TN 37914 KNOX | Creditor (Seller name and address) SATURN OF KNOXVILLE 10005 PARKSIDE DRIVE 10005 PARKSIDE DRIVE KNOXVILLE, TN 37922 |
|--|---|

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you agree to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay us, the Creditor, the Amount Financed and Finance Charge according to the payment schedule shown below. We will figure the Finance Charge on a daily basis.

| New or Used | Year | Make and Model | Vehicle Identification No. | Primary Use for Which Purchased |
|-------------|------|------------------|----------------------------|--|
| USED | 2005 | SATURN ION 3 SDN | 1G8AL54F15Z129787 | <input checked="" type="checkbox"/> personal, family, or household; <input type="checkbox"/> agricultural; <input type="checkbox"/> business <input type="checkbox"/> |

Your trade-in is a: Year Make Model

| FEDERAL TRUTH-IN-LENDING DISCLOSURES | | | | |
|---|---|---|--|--|
| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments | Total Sale Price |
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. | The total cost of your purchase on credit, including your downpayment. |
| 13.95% | \$ 6,247.49 | \$ 14,173.72 | \$ 21,121.20 | \$ 21,121.20 |

Your Payment Schedule Will Be:

| Number of Payments | Amount of Payments | When Payments Are Due | Or as Follows |
|--------------------|--------------------|-----------------------------|---------------|
| 72 | \$ 293.35 | Monthly beginning 2/26/2008 | |

Late Charge. If a payment is not received in full within 15 days after it is due, you will pay a late charge of 5% of the part of the payment that is late, with a minimum charge of \$7.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information. See this contract for more information including information about compensation, default, any required repayment in full before the scheduled date, and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash price (including any accessories, freight, and taxes) \$ 12,979.72

2 Total downpayment = (if negative enter "0" and see line 4H below)

| | | | |
|--------------------|-----|-----------------------|-----|
| Gross trade-in \$ | N/A | - payoff by seller \$ | N/A |
| = net trade-in \$ | N/A | + cash \$ | N/A |
| + other (specify): | | \$ | N/A |

3 Unpaid balance of cash price (1 minus 2) \$ 12,979.72

4 Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts):

A Cost of optional credit insurance paid to the insurance company or companies.

| | | |
|------------|----|-----|
| Life | \$ | N/A |
| Disability | \$ | N/A |

B Other insurance paid to the insurance company \$ N/A

C Official fees paid to government agencies \$ N/A

D Government taxes not included in cash price \$ N/A

E Government license and/or registration/fees \$ N/A

F Government certificate of title fees \$ N/A

G Other charges (Seller must identify who is paid and describe purpose.)

| | | |
|---------------------|----|--------|
| SATURN OF KNOXVILLE | \$ | 499.00 |
| to for | \$ | 599.00 |
| to for | \$ | N/A |
| to for | \$ | N/A |
| to for | \$ | N/A |
| to for | \$ | N/A |

H Net trade-in payoff to \$ N/A

Total other charges and amounts paid to others on your behalf \$ 1,194.00

5 Amount Financed (3 + 4) \$ 14,173.72

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability (Buyer Only)

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

N/A

(Insurance Company)

N/A

(Home Office Address)

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the first payment unless a different term for the insurance is shown below.

Other Insurance.

☐ N/A

Type of Insurance Term

Premium \$ N/A

N/A

(Insurance Company)

N/A

(Home Office Address)

I want the insurance checked above.

X Buyer Signature Date

X Co-Buyer Signature Date

ANY INSURANCE REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and we must sign it. No oral changes are binding.

Buyer Signs X *Leslie Rose* Co-Buyer Signs X

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X *Leslie Rose* Date 1/12/2008 Co-Buyer Signs X Date

Co-Buyers and Other Owners. A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

| | | |
|---|----------------|--|
| Other owner signs here X | Date | Address |
| Creditor Signs SATURN OF KNOXVILLE | Date 1/12/2008 | By X <i>[Signature]</i> Title <i>[Signature]</i> |
| Seller assigns its interest in this contract to: <input type="checkbox"/> GMAC <input type="checkbox"/> Nuwell National Auto Finance <input type="checkbox"/> GMACAB <input type="checkbox"/> Nuwell Credit Company | | |
| under the terms of Seller's agreement(s) with assignee. | | |
| Assigned with recourse <input type="checkbox"/> Assigned without recourse <input type="checkbox"/> or with limited recourse | | |
| Seller | By | Title |
| | | SATURN OF KNOXVILLE |

LESLIE ROSE
6764 GINA AGHA CH
LITHONIA, GA 30038-6516

THIS SERVICE WILL BE PERFORMED AT **NO CHARGE** TO THE OWNER.



LESLIE ROSE,
AS A VALUED SATURN OWNER, WE WANT TO LET YOU
KNOW THAT GM IS COMMITTED TO QUALITY PRODUCTS
AND CUSTOMER SATISFACTION.

ACCORDING TO OUR RECORDS, AS OF MAY 2014, SERVICE
HAS NOT BEEN COMPLETED ON THE FOLLOWING OPEN
RECALL(S) FOR YOUR SATURN ION:

14063 IGNITION SWITCH REPLACEMENT ✓

14113 REPLACE IGNITION LOCK CYLINDER AND IGNITION KEY ✓



GMRPCU508K 000002724 BAC-00000151958



1GBAL54F15Z129787

SEE YOUR LOCAL GM DEALER.

LESLIE ROSE
[REDACTED]

THIS SERVICE WILL BE PERFORMED AT **NO CHARGE** TO THE OWNER.



LESLIE ROSE,
AS A VALUED SATURN OWNER, WE WANT TO LET YOU
KNOW THAT GM IS COMMITTED TO QUALITY PRODUCTS
AND CUSTOMER SATISFACTION.

ACCORDING TO OUR RECORDS, AS OF FEBRUARY 2017,
SERVICE HAS NOT BEEN COMPLETED ON THE FOLLOWING
OPEN RECALL(S) FOR YOUR SATURN ION:

14063 IGNITION SWITCH REPLACEMENT ✓

14113 REPLACE IGNITION LOCK CYLINDER AND IGNITION KEY ✓

14115 ELECTRIC POWER STEERING ASSIST (CUSTOMER PHASED
SWAILING) ✓



GMRPCU216B 00001184A BAC-00000151958



1GBAL54F15Z129787

GENERAL MOTORS



RECALL INFORMATION

OUR PRIORITY IS YOUR COMPLETE SATISFACTION

1GBAL54F15Z129787

LESLIE ROSE
[REDACTED]

Mary Barra
Chief Executive Officer



General Motors Company
Detroit, Michigan

August 4, 2014

Dear Leslie,

It's been nearly six months since General Motors first announced the ignition switch recall affecting your 2005 Saturn Ion. I appreciate your patience waiting for replacement parts, and I am sorry for any frustration. I am reaching out personally to tell you about the steps we are taking to make things right for you and to make sure this never happens again.

Producing the parts to repair the affected vehicles has been our top priority. To accomplish this, we have been working with our supplier to get additional production lines up and running three shifts a day, seven days a week. We are on schedule to produce all the ignition switch repair kits by October 2014.

We want to help you get your vehicle repaired as quickly as possible. If you have not yet contacted your dealer, please do so immediately — your dealer can place an order for you to make sure you are in the repair queue for the replacement parts. The enclosed card provides more details and other options for you to place your parts order. Once ordered, the process requires a few weeks for parts to be delivered and repairs to be made.

We appreciate your patience as we work to get parts to dealers so they can make the necessary repairs. Your dealer will replace your recalled ignition switch free of charge. And if you previously paid to have your ignition switch replaced, you are eligible for reimbursement.

Additionally, we want to do the right thing for those who were harmed, so we have implemented a special compensation program for those who lost loved ones or suffered physical injuries as a result of an ignition switch failure subject to this recall. The program is being independently administered by Kenneth R. Feinberg, an expert in the design and administration of compensation programs, and he will receive, review and evaluate all claims. If you would like to learn more about this program, including the eligibility requirements, you can find more information at www.GMignitionCompensation.com or by calling 1-855-382-6463.

You can continue to get information on the recall, and the actions we are taking to make things right, at www.gmignitionupdate.com or at the companion Spanish-language site www.gmilamadaarevision.com.

On behalf of everyone at GM, we are working hard to regain your trust. I am confident we have learned from this and have become a better company. We are committed to setting new industry standards for safety, quality and excellence.

Thank you,

Mary Barra
Chief Executive Officer, General Motors

Leslie Rose

[REDACTED] or [REDACTED] Oct. 2, 2020

OPT- OUT OF GM IGNITION SWITCH SETTLEMENT
PROPOSAL, WITH COUNTER PROPOSAL, OBJECT TO
SETTLEMENT AGREEMENT BECAUSE CUSTOMERS RIGHTYS!

Dear Your, Honorable Judge: Jesse M. Furman I'm writing You, to inform
You I do Object, to the GM Settlement Agreement and I have opt-out of the
GM Ignition Switch Economic Settlement Claims, with a Counter proposal
Settlement for GM to buy back my car like they did for the other people in
The State of Texas and other States, Your, Honor as a owner of a 2005
Saturn ion 3 I signed the note in Jan. 2008 for the sum of \$14,173.72 my
Car has 3 different recalls which has not been fix as of yet, I do not trust
GM at all, I feel as a Georgian as a consumer, I know the state of Georgia
Has some strict product liability laws, which make me feel I have a right to
Ask this honorable court and GM to count me out, of the preliminary
Approval of this class settlement, and except my counter proposal that GM
Buy back my car as they did for some of the consumers of the state of Texas
And other states, Being GM is the manufacturer of my car, The product
Was defective when it left the control of GM, And the product's defective

Condition caused many consumers around our Nation injury's and the lost of Their life, Your Honor, my specific reasons for objection to this settlement Agreement, is I wish to include the legal support of the state of Georgia that Is found in case 1:14-cv-01815-TWT Document 1-4 Filed 06/11/14 Page 52 Of 65 I Have put in a few pages that this Honorable Court my see, as a class Member being that I live in Georgia, not many miles from Attorney: Lance Cooper that got the GM Ignition switch crisis, started, I was able to Obtain a copy of the above case number from Cobb County Court, after Reading this case, Your Honor, I believe attorney Lance Cooper case that GM Violated the Federal and state laws of Georgia, So much so that Attorney Was able to tell the court, GM on page 48 at 168. GM's conduct was Knowing, intentional, with malice, demonstrated a complete lack of care, Was in reckless disregard for the rights of Brooke and the Meltons, such That punitive damages are appropriate Your Honor, GM put money before The safety of their customers lives, In the letter I received from GM CEO Mary Barra Aug. 4, 2014 saying GM was sorry for any frustration, But she Had no words to say I'm sorry for all you may have suffered having a Car that is defective all this time. Your Honor, GM CEO and Manager of Saturn of Knoxville did know my Nissan Saturn ion 3 was defective in Jan. Of 2008 when they sold me the car, knowing Brooke Melton car the

The Chevrolet Cobalt compact car had some of the same defective parts that Needed to be Recalled they sold me the Saturn ion3 with no regard for the The safety of my life or family, In the case page. 49 at 174 For purpose of Federal RICO, the racketeering activity includes open and ongoing violations Of 49U.S.C. 30118(c) (notification to NHTSA of safety-related defect); 49 U.S.C. 30120(remedy without charge); 49 U.S.C. 30116(repurchase or Repair before first sale); And because GM VIOLATED THE LAW AT FIRST, And put money before the safety of my life, and so many of their Other customers, GM Actions make me, feel the same as in case page 50 at 177. GM has also violated and did continue to violate 49 U.S.C. 30116 in That GM willfully, maliciously, intentionally and fraudulently failed to Repair or repurchase Brooke Melton car the Chevrolet Cobalt well before it Left the dealership, I feel Saturn of Knoxville did the same thing to me, Let me buy the Nissan Saturn ion 3 knowing the car was defective as well. I feel I have good reasons to object to this GM Settlement Agreement and Opt out of GM Ignition Switch Economic Settlement. As a class member I hope this Honorable Court is able because of GM law violations, order GM To honor my counter proposal, and do right by me, Repurchase my car X 3 Because of GM numerous violations Of Federal and State laws.

Sincerely, Leslie Rose

A handwritten signature in black ink that reads "Leslie Rose". The signature is written in a cursive, flowing style with a large initial 'L'.

NHTSA or the public, cars and components in those other similar wrecks were disposed of without the appropriate and adequate investigation.

167. As a direct and proximate result of GM's wrongful conduct and fraudulent concealment, Brooke and the Meltons suffered the damages described herein, including the full economic and intangible value of the life of Brooke Melton to her had she lived.

168. GM's conduct was knowing, intentional, with malice, demonstrated a complete lack of care, and was in reckless disregard for the rights of Brooke and the Meltons, such that punitive damages are appropriate.

Count Five: GM Has Engaged In A Pattern of Racketeering Activity

169. All preceding statements and allegations of Plaintiffs' Complaint are incorporated herein and realigned as if expressly set forth herein.

170. GM is engaged in an ongoing pattern of racketeering activity as defined by 18 U.S.C. § 1961(1).

171. The federal RICO pattern of racketeering activity engaged in by GM consists of more than two acts of racketeering activity, the most recent of which occurred within one year after the commission of a prior act of racketeering activity.

172. GM is engaged in an ongoing pattern of racketeering activity as defined by O.C.G.A. § 16-14-3(9)(A).

173. The Georgia RICO pattern of racketeering activity of engaged in by GM consists of more than two acts of racketeering activity, the most recent of which occurred within four years after the commission of a prior act of racketeering activity.

174. For purposes of federal RICO, the racketeering activity includes open and ongoing violations of 49 U.S.C. § 30118(c) (notification to NHTSA of safety-related defect); 49 U.S.C. § 30120 (remedy without charge); 49 U.S.C. § 30116 (repurchase or repair before first sale); 18 U.S.C. § 1341 (mail fraud); 18 U.S.C. § 1343 (wire fraud); and 18 U.S.C. § 1001 (obstruction of justice).

175. GM has violated and continues to violate 49 U.S.C. § 30118(c) in that GM wilfully, maliciously, intentionally and fraudulently failed to provide NHTSA with the requisite notice, as implemented in 49 C.F.R. § Part 573 and Part 577.

176. GM has also violated and continues to violate 49 U.S.C. § 30120 in that GM wilfully, maliciously, intentionally and fraudulently failed to remedy without charge the defects in the Chevrolet Cobalt.

177. GM has also violated and continues to violate 49 U.S.C. § 30116 in that GM wilfully, maliciously, intentionally and fraudulently failed to repair or repurchase the Chevrolet Cobalt well before it left the dealership.

178. GM has also violated and continues to violate 18 U.S.C. § 1341 in that GM has used the United States mails in furtherance of its fraud, racketeering activities, and in the concealment from NHTSA and the public of the safety-related defects in the 2005 Chevrolet Cobalt.

179. GM has also violated and continues to violate 18 U.S.C. § 1342 in that GM has used United States wire services in furtherance of its fraud, racketeering activities and in the concealment from NHTSA and the public of the safety-related defects in the 2005 Chevrolet Cobalt.

180. GM has also violated and continues to violate 18 U.S.C. § 1001 in that GM has obstructed the administration of justice by virtue of its concealment from NHTSA of the safety-related defects in the Chevrolet Cobalt and related GM cars.

181. Each violation of the code sections cited above constitutes an act of "racketeering activity" under federal RICO Act.

182. Each violation of the code sections cited above constitutes an act of "racketeering activity" under the Georgia RICO Act.

The Acts of Racketeering Activity Committed by GM Are Related

Leslie Rose

EXPECTED DELIVERY DAY: 10/17/20

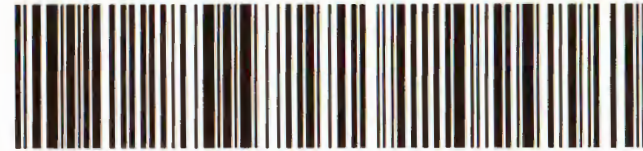
C014

SHIP

TO:

40 CENTER ST
New York NY 10007-1502

USPS TRACKING® NUMBER



To:

H: Judge: JMF

The District Court Clerk of Court
Thurgood Marshall United States
Court House
40 Centre Street,
New York N.Y. 10007

USM^{40LD}
SDNY